

CITY OF NEWPORT BEACH



REQUEST FOR PROPOSAL NO. 14-9

TREE MAINTENANCE SERVICES

RFP Due Date: September 26, 2013

Pre-Proposal Meeting: September 12, 2013

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(Email the RFP Administrator to be added to the Contact List for this RFP to receive updates regarding addenda to this RFP)

Interested parties may obtain a copy of this RFP by contacting the Purchasing Office or by accessing the City of Newport Beach website:

https://www5.newportbeachca.gov/osupplier/bid_current.asp

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SECTION 1:

RFP OVERVIEW



INTRODUCTION

Objective:

The City of Newport Beach is seeking proposals from qualified firms to provide annual services for maintenance, removal and replacement of trees as needed, as well as maintain an inventory of the trees within the City's urban forest.

Background:

The City of Newport Beach was incorporated September 1, 1906 and the current City Charter was adopted in 1954. The City operates under a Council-Manager form of government. The City is located in the County of Orange and serves a population of approximately 86,000 people. The City covers an area land of approximately 26 square miles, with an additional 25.5 square miles of ocean, bay, and harbor waters. The City has approximately 35,000 trees in residential and commercial areas maintained by a contractor. The urban forest consists of 280 different species with an estimated value of \$77 million.

Definitions:

The following is an explanation of terms frequently referred to in this document:

- "City": Refers to the City of Newport Beach.
- "Request for Proposal (RFP)": Refers to the solicitation process wherein the City is seeking proposals.
- "Proposal": The formal response to this solicitation submitted to the City by a Proposer or Proposers.
- "Proposer": Refers to the individual, partnership, or corporation that is submitting a proposal in response to this RFP process.
- "Project": The provision of professional contract tree maintenance services as requested in this solicitation.
- "Shall": Refers to a mandatory requirement.
- "Contractor": Refers to the Proposer that is awarded a contract by the City upon conclusion of this RFP process.
- "Contract" or "Agreement": An agreement with specific terms between the City and one or more parties that creates legal relation in exchange for consideration.
- "Project Administrator": Parks & Trees Superintendent or designee acting as the City representative.

SCOPE OF SERVICES

DUTIES AND RESPONSIBILITIES

- **INTENT**

- o The intent of these specifications is to provide full and complete details of maintenance services of trees throughout the City herein described, and that such trees be kept in a healthy, vigorous, and well-kept state at all times.

- **DESCRIPTION OF PROJECT**

- o Furnish all labor, equipment, materials, and supervision to perform tree maintenance as described herein including, but not limited to, the following:
 - tree trimming;
 - tree removal;
 - disposal, clean up, and recycling of green waste;
 - root barrier and installation;
 - root pruning;
 - tree planting;
 - emergency services;
 - electronic management of all work records and tree inventory; and,
 - software updating.
 - Contract term is 10 years with an option of three (3) additional two (2) year terms.

- **MINIMUM REQUIREMENTS**

- o Proposer must have been in the business of providing full service tree maintenance programs to governmental agencies and/or municipalities that includes, but is not limited to the pruning, removal and replacement of trees for at least five (5) years. In addition, Proposer must provide five (5) references with contact information of the main agency manager.

- o Proposers shall exhibit, through documentation by records of past performance and references, a corporate capability that includes the ability to perform the following work, both consistently and concurrent with other required services:
 - Annually trim as many as fourteen thousand (14,000) trees, with trees ranging typically ranging in size from three (3) inches to more than thirty-six (36) inches in diameter, and with heights up to ninety (90) feet.
 - Annually trim as many as four thousand seven hundred (4,700) palms, from the safety of a certified aerial boom truck with boom height capacity in excess of ninety (90) feet. Workers are not allowed to use gaffs as a substitution for equipment that does not meet equipment height requirements. The Proposer must be prepared to trim trees based on seasonal appropriateness and the logistical needs of the City.
 - Annually remove and grind the stumps of as many as three hundred (300) trees ranging in size from three (3) inches to more than thirty-six (36) inches in diameter, and with heights up to ninety (90) feet including mature trees that may require rigging, the use of cranes, loaders and other similar equipment. In addition, provide information to USA for dig alert notices prior to commencement of work.
 - Annually supply and plant as many as five hundred (500) trees typically ranging in size from thirty-six (36) inches box sized nursery stock and larger, and with heights up to twenty (20) feet nursery stock.
 - Annually supply and plant as many as fifty (50) large palms ranging in size of ten (10) foot Brown Trunk Height and larger.
 - Annually water and maintain as many as five hundred (500) young trees with a regularly scheduled work plan.
 - Complete work during regular business hours, and at night or during weekends as requested by the City, based on seasonal appropriateness and the logistical needs of the City.
- o Proposer shall exhibit, by portfolio and references, the capacity to respond in an expedited manner to emergency tree incidents, ranging from limb failures on single trees to storm related damages affecting many trees.

- **WORKING HOURS**

- o Normal working hours shall be between the hours of 7:00 AM and 5:00 PM, Monday through Friday. No weekend or after-hours work is to be scheduled without prior written permission from the City, unless it is an emergency situation.

- **LEVEL OF MAINTENANCE**

- o All work shall be performed in accordance with the *HIGHEST INDUSTRY STANDARDS*, as stated in the enclosed maintenance specification description. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the sites.
- o If, in the judgment of the City, the level of maintenance is less than that specified herein, the City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from the Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between the Contractor and the City. Failure to notify of a change and/or failure to perform an item or work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week, or month. Payment will be retained for work not performed until such time as the work is performed to City standard.
- o The Contractor is required to correct deficiencies within the time specified by the City. If noted deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

- **MINIMUM PERSONNEL REQUIREMENTS**

- o The work force shall include a thoroughly skilled, experienced, and competent supervisor who shall be responsible for adherence to the specifications expressed within the Scope of Work. All supervisory personnel must be able to communicate effectively in English (both orally and in writing). Any order given to supervisory personnel shall be delivered to the Contractor. The supervisor assigned must be identified by name to ensure coordination and continuity.
- o At a minimum, Contractor shall provide, in addition to one (1) full time supervisor, three (3) pruning crews. Each pruning crew shall consist of, at minimum, three (3) employees, boom truck, chipper truck, chipper and pruning equipment including, but not limited to, chain saws, pole pruners, and pole saws. Each crew will consist of one (1) foreman and two (2) groundworkers. Foremen shall be Certified Arborists and Certified Tree Workers, as well as proficient in written and oral English.
- o In addition, Contractor must be able to provide removal & planting crews on a monthly basis or as needed.

- The removal crew shall consist of three (3) employees, boom, one and a half (1 ½) ton flatbed truck (or drop off bin), loader, stump machine and chain saws.
- The planting crew shall consist of three (3) employees, crane and flatbed truck.

- **WORKMANSHIP AND SUPERVISION**

- o Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
 - The proper license to operate all necessary equipment.
 - Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
 - Mechanical ability to make required operator adjustments to the equipment being used.
 - Knowledge of safety regulations as they relate to tree care and traffic control.
 - American Red Cross Standard First Aid Certification (minimum of one member of each crew).
 - Ability to communicate orally and in writing in English.
 - Demonstrated knowledge of tree care and related operations.
- o All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area.
 - The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field.
 - Contractor employees shall appear neat and well-groomed at all times.
 - Contractor employees shall wear orange safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distances required by any applicable laws.

- o All hours shall be made up if there are absences to the Contractor's workforce (including sick days and vacations.) Where advanced notice is provided to the Contractor, the Contractor shall provide replacements for those absences.
- o Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the contract.
- o The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, and standards and requirements described herein, in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract.
- o The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.
- o Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree. Trees that have been disfigured by the Contractor will be appraised by an independent Consulting Arborist and the Contractor shall be penalized for that amount.
 - If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City Arborist. The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree.
- o The Contractor shall conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

- **SUPERVISION OF CONTRACT**

- o All work shall meet with the approval of the Project Administrator. There shall be a minimum of a monthly meeting with the Contractor and the City

representative to determine progress and to establish areas needing attention. A daily maintenance schedule will be submitted in writing to the City every morning. The supervisor of this contract shall be available to meet with the City's representative daily during working hours, as necessary.

- o Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

- **SPECIFICATIONS**

- o All work shall conform to the pruning standards as noted in ANSI A300 (Part 1) – 2008 Pruning Standard and the companion publication ISA Best Management Practices, Tree Pruning (Revised 2008) or the latest revision. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.
- o Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-1988, Safety Requirements or the latest revision.
- o These specifications are intended to cover all labor, material and standards of architectural, landscaping, and mechanical workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

- **RESPONSIBILITY FOR DAMAGES OR INJURY**

- o City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.
- o Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

- o To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

- **CORRESPONDENCE**

- o All correspondence shall be addressed to Parks & Trees Superintendent, Municipal Operations Department, City of Newport Beach, PO Box 1768, Newport Beach, California 92658-8915.

- **PROVISIONS FOR EXTRAS**

- o No new work of any kind shall be considered an extra unless a separate estimate is given for said work and the estimate is approved in writing by the City before the work is commenced. The Contractor will be required to provide before and after photographs of safety items or emergency repairs which were made without prior City approval. Documentation of contract compliance may be required on some occasions.
- o Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization will be issued by the City.
- o The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City Arborist or designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or

deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. Any price adjustments shall be made by mutual consent of the parties in that case.

- **STREET CLOSURES, DETOURS, BARRICADES**

- Warning signs, lights, and devices shall be installed and displayed in conformity with the most recent addition of "The California Manual on Uniform Traffic Devices" for use in performance of work upon highways issued by the State of California, Department of Transportation and as directed by City staff.
- If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.
- Beacon lighting visible from behind the vehicle will be installed on vehicles working along City streets.
- A traffic control plan will be submitted to the Parks & Trees Superintendent ten (10) days prior to starting this contract.

- **DISPOSAL**

- All debris generated by the Contractor in the performance of work shall become the property of the Contractor from and after the time of site clean-up. The Contractor shall dispose of all generated debris at no additional cost to City and shall dispose of debris as is consistent with the requirements of AB 939.
- All green waste produced as a result of the Contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by Contractor with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.
- The Contractor will provide greenwaste tonnage reports to Project Administrator.

- **RECORDS**

- Contractor shall provide and operate, at no cost to the City, a computerized tree inventory system that is capable of uploading historic data and providing updated data to the current City inventory system.
 - This system shall be password accessible twenty four (24) hours each day of the year via the Internet.

- Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of an awarded contract.
- Thereafter, the Contractor shall update and maintain the tree site specific, electronic tree inventory system to reflect changes in baseline data (e.g. species, height, Diameter at Standard Height) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory.
- The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known.
- All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City.
- o The Contractor shall keep accurate records concerning all of his/her employees or agents. The Contractor shall provide this information in an organizational chart as changes in staffing occur. Additionally, the Contractor shall provide the City with names and telephone numbers of emergency contact employees.
- o Contractor will provide on a monthly basis to the City a report of any changes noted or performed by the Contractor to the existing street tree inventory. The City of Newport Beach reserves the right to adjust quantities to this contract.

- **EMERGENCY SERVICES**

- o The Contractor will provide the City a twenty-four (24) hour emergency phone number and name of at least two (2) qualified persons who can be called by City representatives when emergency maintenance conditions occurs during normal business hours of operation, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days.

- o Telephone responses by the Contractor to tree related emergency calls during normal business hours of operation and after-hours shall be made within (15) fifteen minutes of the initial call.
- o The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is thirty (30) minutes.
- o The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is one (1) hour.

- **LICENSE**

- o In addition to any and all relevant City, State and Federal permits and licenses required in the execution of the contract, the Contractor shall hold a valid and current California C-61/D49 and C-27 License and submit a copy thereof. The name and permit number will be supplied to the City at the beginning of contract, and any changes forwarded within twenty-four (24) hours of said change.

- **CONTRACTOR'S OFFICE**

- o Contractor is required to maintain an office within a thirty (30) minutes response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by cell phone or pager. In instances of an emergency, the Contractor shall have a maximum response time of thirty (30) minutes if the emergency occurs during normal working hours; and one (1) hour if it occurs outside of normal working hours. There will be no on-site storage of equipment or materials. Contractor will have full responsibility for maintaining an office and a storage facility.

- **SCHEDULES**

- o The City operates on a three (3) year prune cycle trimming approximately 33,000 trees. In addition, the City annually prunes approximately 4,860 trees and approximately 1,200 trees by service request.
- o Annual Schedule
 - Upon contract award, the successful Proposer shall be required to submit a work schedule based on the City's annual pruning requirements, removal and placement program, and planting projects. The proposal shall include a recommended annual work program, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future needs, the scheduled

work may require multiple crews to perform concurrently within the same time constraints.

- The Contractor shall provide an annual maintenance schedule indicating the time frames when items of work shall be accomplished per the performance requirements.
- The Contractor shall submit revised schedules when actual performance differs substantially from planned performance.

o Monthly Schedule

- Contractor shall meet with the City once a month to discuss work performance, special instructions, any problems encountered and upcoming schedules.
- The Project Administrator shall receive changes to the schedule at least twenty-four (24) hours prior to the scheduled time for the work.
- Failure to notify of a change and/or failure to perform an item of work on a scheduled day may, at the City's sole discretion, result in deduction of payment for that date, week or month.
- The Contractor shall adjust his/her schedule to compensate for all holidays and rainy days.

o Daily Schedule

- The Contractor shall meet with the City's representative daily in order to review the week's work, receive special instructions, and discuss any problems encountered on the job. Changes to daily schedule can be made verbally or by email to the Project Administrator.

o Performance on Schedule

- The Contractor has been provided the maximum latitude in establishing work schedules that correspond to its manpower and equipment resources. The Contractor has also been provided the opportunity and procedure for adjusting those schedules to meet special circumstances. Therefore, all work shall be completed on the day scheduled, as shown on the weekly schedule.

• **PERFORMANCE DURING INCLEMENT WEATHER**

- o During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.

- o Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.
- o The Contractor shall immediately notify the Project Administrator or his/her designee prior to removing the work force from the job site for agreement on degree of inclement weather or other reasons. If the Project Administrator or his/her designee cannot be reached, the Contractor shall notify the Urban Forester.

- **PUBLIC NOTICING**

- o The Contractor shall supply and post standard signage on the trunk of the tree at the site work at which work is to be performed, at least seventy-two hours (72) in advance. The signage must clearly state what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

- **TOOL SANITATION**

- o On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor.

- **WILDLIFE PROTECTION**

- o The Contractor shall have a wildlife protection program that outlines employee protocol when discovering wildlife in trees scheduled for pruning. A copy of the program material shall be made available to the Project Administrator.
- o Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. There shall be no work of any type in a tree where an active nest is found, without the written permission of the City Arborist or designated representative. At no time shall any nest or wildlife be removed from its location.

- o In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify the City's Animal Control service and/or the nearest appropriate animal rescue facility, as identified in the Contractor's submittal required herein regarding "Protection of Wildlife", shall be contacted for assistance.

- **UNDERGROUND EXCAVATIONS**

- o The Contractor shall be responsible for locating all underground utility lines to insure the safety of his/her work crew and to protect, in place, existing utility equipment before commencing any excavation. Contractor shall contact the Project Administrator and Underground Service Alert (www.digalert.org or 811) forty-eight (48) hours before commencing any excavation, to locate underground service lines.

TECHNICAL MAINTENANCE SPECIFICATIONS

• TREE INVENTORY

- Upon contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within three (3) months of the contract award. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields:
- Tree Location
 - A GPS tree inventory shall be created using a template based on our existing Tree Inventory (the City GIS can provide), using the City's standardized addressing system for all parks and open space areas. The Contractor shall be required to create, and maintain an ESRI-compatible "shape file", with all applicable attribute information for each tree populated.
 - The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.), in the City's GIS coordinate system (State Plane, NAD83, US feet, 1991.35 epoch).
 - The tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. See above for file requirements. The minimum accuracy shall be not more than one (1) foot.
- Measurement of canopy spread
 - As a part of the data collection process, the canopy spread will be measured using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the City.
- Tree condition
 - General condition of individual trees
 - Pruning requirements (i.e., recommended pruning cycle)
 - Condition of surrounding hardscape (i.e. displaced or recent repairs)
- Incorporate root pruning information
 - This information is attached to the current inventory and will need to be

included as part of the updated inventory. As a part of the field data collection process the Contractor will attempt to match the City's root pruning data against field conditions. The Contractor shall match as many root pruning records as possible with the findings from the field.

- **GENERAL MAINTENANCE REQUIREMENTS**

- All maintenance functions shall be performed in accordance with the following specifications. The City shall have the right to determine schedule days and the extent and frequency of additional “as needed” services. Standards and frequencies may be modified from time to time as deemed necessary by the City for the proper maintenance of the listed facilities.
- All operations will be conducted to provide maximum safety for the public and minimize disruption of the public use of City parks and streets.
- Clean sidewalks, roadways, and any other areas littered or soiled by Contractor maintenance operations.
- Maintain the premises free of debris at all times. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and his/her construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed. Existing City trash containers shall not be used for the disposal of debris collected by the Contractor.
- Prune plant materials adjacent to roadway intersections to provide adequate sight distance for vehicles entering the intersection.
- Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.
- Notify the City immediately of any unusual and hazardous conditions at the work site.

- **HARDWOOD TREE PRUNING**

- Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning varies based on the type or purpose of pruning.
- General Specifications for hardwood tree pruning
 - Contractor shall consult with the City Arborist before making any cuts that could result in permanent disfigurement of the structure of any tree.

- Trees shall be pruned to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of eleven feet, six inches (11' 6") above the paved surface of the street and eight feet six inches (8' 6") feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until direction is obtained from the City Arborist.
- When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
- All final tree-pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- All dead and dying branches and branch stubs shall be removed.
- All broken or loose branches shall be removed.
- Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- Selectively prune branches that are within five (5) feet of a structure.

- Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
 - Prune to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise.
 - Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
 - Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
 - All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree. All major pest problems shall be promptly reported to the City.
 - All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
 - All trees six (6) inches in diameter or less shall be pruned with hand tools only.
 - Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
 - Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
 - The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.
- *Pruning Classifications for Hardwood Trees*

A *Full Prune* is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than 30% of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

- **Crown Cleaning:** *Crown Cleaning* or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as “lion tailing” disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
- **Crown Thinning:** *Crown Thinning* includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.
- **Crown Reduction:** *Crown Reduction* is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
- **Crown restoration:** *Crown Restoration* is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.
- **Crown Raising/Clearance Prune**

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- **Crown Raising:** *Crown Raising* consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure

a well-formed, tapered structure and to uniformly distribute stress within the tree.

- Clearance Prune: *Clearance prune* is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as “full prune”.

○ Pruning Specifications for Individual Hardwood Species

▪ General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in Newport Beach, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.

- Contractor shall avoid damaging the central leader on all conifers. In specific cases, the City Arborist may direct the contractor to remove the central leader in an effort to limit the height of specific trees.
- At the time of pruning, the City Arborist shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
- To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.
- Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

▪ General Trimming and Shaping of Broadleaf Trees

Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City Arborist and in accordance with the following:

- Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permit the dead material to be easily cleaned out and allow light to show through the head.
- Tree foliage shall be reduced by at least twenty-five (25) percent and up to thirty (30) percent.

- In specific cases, the City Arborist may direct the contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
- Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

- **PALM TREE PRUNING**

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning. *Palm Pruning* consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seedpods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- The specifications for the pruning of palm trees are as follows:
 - While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City Arborist immediately.
 - Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.
 - At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*). The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties.
 - Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*).
- The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm will result in severe contract penalties.
- Care shall be taken in the handling of fruit and flowers, as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.
- Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:
 - Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball, which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or “stop sign” sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a “pineapple” appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.
 - The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.
 - Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive “base” below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*),

the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree, the Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

- Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
- King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.
- Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base, which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
- California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut, which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

- **TREE REMOVAL**

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

- The Contractor shall comply with all general specifications standards described herein.

- The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
- The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized.
- During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.
- Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City.
- While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public right-of -ways or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.

- The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

- **TREE PLANTING & YOUNG TREE CARE**

- Tree Planting

- Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor.
- The Contractor shall comply with all general specifications standards described herein.
- As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- The Contractor shall supply high-quality nursery stock, which is fully rooted, and representative of recognized standards for size and quality of the material being planted. The Contractor shall email a photo representation of the nursery stock.
- Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City Arborist for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.

- All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- The Contractor shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.
- The Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
- While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- The Contractor shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per manufacturer's specifications.
- Upon completion of the planting of a tree, the Contractor shall seed and top-dress any barren areas within ten (10) feet of the center of the trunk of the tree if there was established turf in that location. The seed shall be of the same tall fescue turf grass type existing on site or annual ryegrass if the turf

is a non-seedable variety; to be applied at a rate appropriate for the type of turf seed applied. The seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (0.125) inch. Use of manure, native soil or chip topdressings will not be allowed.

- The Contractor shall include seed establishment information for the property owner at the time of tree removal. The Contractor shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

○ New Tree Care

New Tree Care consists of the irrigation of young trees, which have been installed by the Contractor, and the cultivation of new canopy coverage.

- The Contractor shall comply with all general specifications standards described herein.
- As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.
- The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
- While performing tree watering, the Contractor shall maintain the tree-watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- Trees shall be watered in such a manner that does not result in erosion of the tree-watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
- New trees shall be watered for a minimum of one (1) year. This watering price shall be included as part of the planting price listed in the unit price sheet.
- The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

- **ROOT PRUNING SPECIFICATIONS**

- In an effort to minimize future damage to public sidewalks and curbs and gutters, the City is initiating a root pruning and root barrier installation program. The Contractor will be provided a listing of trees to be root pruned. The list shall include the location of the tree, tree species, lineal feet to be root pruned and area to be pruned such as sidewalk or curb and gutter.
- Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be four (4) inches wide, twelve (12) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the curb or other improvements.
- Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking the sidewalk.
- After the pruning cut has been completed, the Contractor shall install the appropriate amount of root pruning barrier by Deep Root Corporation, or an approved equal. All cuts shall be backfilled immediately upon completion of root pruning and barrier installation at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.
- The Contractor shall repair or replace all utility service connections or sprinkler systems within the right- of-way that are damaged or removed as a result of the root pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.
- The Contractor shall submit a lineal foot cost for the root pruning and root barrier installation. The cost of providing all labor, tools, equipment and materials necessary for performing the specified work will be included in the Proposal price and no additional compensation will be allowed.

INSTRUCTIONS

Proposal Format:

Proposer shall complete Attachments A through D and review the Draft Agreement (Section 4). Proposers shall submit one (1) electronic copy of their proposals to the RFP Administrator. As closely as possible, please adhere to the format and order provided in the Proposal Requirements Checklist (Attachment A) when assembling proposals. Please note that part of the evaluation criteria takes into consideration the *responsiveness* of a proposal; proposals missing the required components listed below will be evaluated accordingly.

Submittal Information:

In an effort to comply with environmentally friendly practices, Proposals are due by 11:00 AM on September 29, 2013, in electronic format only via email to the email address of the RFP Administrator indicated below.

RFP Administrator: Anthony Nguyen, Purchasing Agent
T: 949.644.3080
Email: anguyen@newportbeachca.gov

(Please mark all submittals "RFP No. 14-9 - Tree Maintenance Services")

It is the responsibility of the Proposer to ensure that their Proposal is received before the stated deadline. The RFP Administrator may be contacted at (949) 644-3080 to verify receipt of proposals. In the event Proposers either cannot submit Proposals electronically or the Proposals are too large to transmit, Proposers must contact the RFP Administrator to make arrangements for hard copy delivery.

Pre-Proposal Meeting:

Due to the critical nature of the services requested, a mandatory pre-proposal meeting will be conducted on **September 12, 2013, starting at 8:30 AM** at the City of Newport Beach Corporation Yard, located at 592 Superior Ave. Interested Proposers should meet in the All-Purpose Meeting Room downstairs in Building A. The various department leads pertaining to this Project will be on-hand to answer any questions. Proposals will not be considered from Proposers that do not attend the pre-proposal meeting. Attendance via teleconferencing is also available, however arrangements must be made beforehand with the RFP Administrator.

Questions, Answers and Addenda to RFP:

Prior to the RFP submission deadline questions may arise regarding the specifications and procedural or administrative matters. All questions pertaining to this RFP shall be directed to the RFP Administrator only; Proposers **shall not** contact any other City staff with questions. The RFP Administrator will draft a formal response to all questions stated and post answers on the City website. Changes to the RFP itself shall only be made by the City via formal written

addenda. Addenda will be published on the City's website. All addenda shall become a part of the RFP document requiring response by the proposer where indicated.

It is the sole responsibility of the Proposer to ensure that they have received the entire Request for Proposal, including any and all questions, answers and addenda by visiting the City's website prior to the RFP submission deadline. Proposers may also email the RFP Administrator to be added to the Contact List for this RFP to receive updates on any addenda.

Proposal Evaluation Criteria:

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criterion and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criterion and percentage of score as deemed appropriate prior to the commencement of evaluation.

POTENTIAL PROPOSAL EVALUATION CRITERION	
EVALUATION CRITERION	PERCENTAGE OF SCORE
Qualifications and experience of the proposing Contractor firm.	25%
The Contractor's recent experience in conducting work for contracts of similar scope, complexity, and magnitude, particularly for government agencies.	25%
The proposed Project costs.	50%

The City reserves the right to determine whether or not a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any and all proposals.

Selection Process:

The City shall employ a two-step process to select a Contractor for this Project, with an option for a third step, if necessary. In the first step, a panel shall rate all Proposals using the criteria described on the previous page. Each criterion shall be assigned a unique scoring weight based on the significance of each criterion to the overall success of the Project. In the second step, a cost analysis shall be performed on all cost proposals and/or fee schedules received from the Proposals. A Ratio of Cost score shall be assigned to each Proposal based on the estimated annual cost. Following these two steps, the average score from Step 1 and the

Ratio of Cost score from Step 2 will be combined and all Proposals will be ranked based on this aggregate score. If, upon conclusion of this two-step process, (1) there are a multitude of firms close together in regard to aggregate score; or (2) no single firm has been distinguished as a likely successful Proposer, the City reserves the right to initiate a third step which shall involve a company site tour and panel interview. Firms invited to this third step shall have their tours, and panel interviews evaluated and scored, with the average interview score combined with the scores from the previous two steps, resulting in a new aggregate score.

Project Schedule:

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process.

TENTATIVE PROJECT SCHEDULE	
RFP Published:	August 29, 2013
Pre-Proposal Meeting (Mandatory)	September 12, 2013
Questions from Proposers Due:	September 17, 2013
Questions and Answers Posted:	September 19, 2013
Proposals Due:	September 26, 2013
Initial Review of Proposals by Review Panel:	TBD
Anticipated Contract Award:	October 22, 2013
Tentative Contract Start Date:	December 2, 2013

TERMS AND CONDITIONS

I. Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

II. Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP as Appendix A are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the Draft Agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

III. Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Newport Beach. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this Project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the Purchasing Office.

IV. Availability of Records

All relevant documents pertaining to this RFP and procurement process shall be made available by the Purchasing Office upon successful conclusion of the entire procurement process.

V. Late Proposals

Any proposal which is not received by the City's Purchasing Office prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

VI. Specificity of Information

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

VII. Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

VIII. Proposal Validity

Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 180 days.

IX. Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

X. Right of Rejection of Lowest Fee Proposal

The City is under no obligation to award this project to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

XI. Non-Compliance

Proposers and/or proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

XII. Exceptions to Proposal Requirements

Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

XIII. Determination of Responsiveness and Responsibility

The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

XIV. Obligation to Award

The City of Newport Beach is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if it is deemed most advantageous to the City.

XV. Bidder Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the proposer(s).

XVI. Gratuity Prohibition

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

XVII. Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any City personnel or entities other than the RFP Administrator or those from the City's Purchasing Office for matters regarding this Project until conclusion of the entire procurement process, which shall be defined as Agreement Award. Unauthorized contact may result in disqualification of Proposals.

XVIII. Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.

XIX. Insurance Requirements

The selected Contractor(s) for this Project shall be required, prior to the execution of a Contract, to furnish proof of insurance. The specific insurance types and limits depend on the Project and can be found in the Draft Agreement (Section 4) of this RFP solicitation.

XX. Compliance with All Applicable Laws

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Contractor licensing, permits and business licensing.

XXI. Inclusive Proposal Pricing

Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services as part of the Project described in this RFP. City will not be responsible for reimbursing Contractors for any charges not included in the Proposal pricing that are incurred in securing these requirements.

XXII. SubContractor/Joint Ventures

The selected Contractor shall be the Prime Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the Prime Contractor on the awarded Agreement. The Prime Contractor will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the City.

SECTION 2:

PROPOSAL ATTACHMENTS



ATTACHMENT A: PROPOSAL FORMAT CHECKLIST

1. PRE-PROPOSAL REQUIREMENTS

☐

REGISTER WITH RFP ADMINISTRATOR

Email the RFP Administrator, Anthony Nguyen (anguyen@newportbeachca.gov) to be added to the Contact List for this RFP and to receive updates on this solicitation, including any Addenda.

☐

CONFIRM THE ISSUANCE OF ANY ADDENDA OR POSTING OF QUESTIONS/ANSWERS

Any and all addenda to this RFP shall be posted on the City website at:

https://www5.newportbeachca.gov/osupplier/bid_current.asp

2. PROPOSAL FORMAT

☐

STATEMENT OF QUALIFICATIONS

A statement not to exceed two (2) pages in length shall summarize key elements of the proposal and highlight your firm's qualifications as they relate to this project and these services requested. The Statement of Qualifications should demonstrate to the City that your firm fully understands the Scope of Services, has industry knowledge and possesses the qualifications to provide the services requested.

☐

ORGANIZATIONAL INFORMATION

Identify key personnel from your firm, including specific personnel that would be assigned to this Project, if any. Any and all Prime Contractor and Subcontractor relationships and responsibilities must be detailed. Identify the City's primary point(s) of contact for service requests, if your firm is retained for this Project. How many potential different people will the City have to contact for service?

☐

PROJECT APPROACH/METHODOLOGY

Once a service request is received by your firm, what is your firm's process leading to service delivery? How much time does it take your firm to mobilize and deploy after a request is received? (NOTE: any service times quoted will be verified with references.) Provide a description of the equipment and personnel your firm possesses that can adequately address this project.

☐

REFERENCES/RECENT PROJECT HISTORY

Provide at least three (3) references for which your firm has performed similar services. Provide a brief synopsis of the services performed, and contact information for each reference. Emphasis will be placed on references that are local government entities. The City reserves the right to contact any references provided.

☐

WCIRB EXPERIENCE MODIFICATION RATE

Provide a letter from your insurance company that states your firm's EMF.

☐

SAFETY MANUAL

Include a copy of the Company's current Safety Manual that meets SB 198 requirements for injury and illness prevention.

☐

DESCRIPTION OF INVENTORY SYSTEM

Provide information regarding the web-based system that will catalog and inventory the City's trees.

☐

OTHER INFORMATION

Include any other information you consider to be relevant to the proposal.

☐**PROOF OF INSURANCE**

Provide documentation showing proof of insurance coverage limits, which must meet or exceed coverage limits detailed in the Draft Agreement (Section 4, Exhibit C). Failure to disclose proof of insurance will result in a Proposal deemed as non-responsive.

3. PROPOSAL ATTACHMENTS☐**ATTACHMENT A: PROPOSAL REQUIREMENTS CHECKLIST**☐**ATTACHMENT B: STATEMENT OF COMPLIANCE**☐**ATTACHMENT C: PROPOSER INFORMATION FORM**☐**ATTACHMENT D: PROPOSAL OFFER FORM**☐**ATTACHMENT E: CITY TREE PLANTING DETAIL**☐**ATTACHMENT F: SPECIES FREQUENCIES****4. SUBMISSION INSTRUCTIONS**☐**ELECTRONICALLY TRANSMIT ONE (1) COPY OF THE PROPOSAL TO RFP ADMINISTRATOR**

Proposals must be e-mailed to: anguyen@newportbeachca.gov

ATTACHMENT B: STATEMENT OF COMPLIANCE

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment B.

No Exceptions. The undersigned declares that the Proposal submitted by (Name of Firm) _____ to provide tree maintenance services as described in City of Newport Beach RFP No. 14-9 was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Draft Agreement with no exceptions taken.

Signature

Date

Printed Name and Title

Exceptions. By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm) _____ has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Draft Agreement. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature

Date

Printed Name and Title

[Attach a separate sheet(s) detailing each exception being taken]

ATTACHMENT C: PROPOSER INFORMATION FORM

Instructions: Complete the form below and remit as part of your Proposal as Attachment C.

CONTRACTOR INFORMATION

CONTRACTOR/FIRM NAME: _____

ADDRESS FOR NOTICES: _____

MAIN CONTACT (NAME AND TITLE): _____

CONTACT NUMBERS: TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

FIRM SIGNATURE AUTHORIZATION AND CERTIFICATION

Per the California Corporate Code, Business and Professions Code, the Contractor's Bylaws/Operating Agreement and/or the attached Board Resolution (if applicable), I/we hereby verify that I/we am/are (an) authorized signatory (ies) for the aforementioned Contractor and as such am/are authorized to sign and bind the Contractor in contract with the City of Newport Beach.

1. CONTRACTOR AUTHORIZED SIGNATORY(IES):

SIGNATURE	PRINT NAME	TITLE	DATE
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SIGNATURE	PRINT NAME	TITLE	DATE
-----------	------------	-------	------

2. SIGNATURE AUTHORIZATION IS PROVIDED IN ACCORDANCE WITH:

☐ Proposer's Bylaws/ Operating Agreement Section _____ ☐ Copy Attached

☐ Board Resolution ☐ Copy Attached

☐ Corporate or Business and Professions Code**

**If Contractor is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

IMPORTANT NOTE: If the signature authorization status of any individual changes during the term of the contract, it is the responsibility of the Contractor to contact the City Administrator for the Contractor regarding the change and to complete and submit a new Signature Authorization Form. Incorrect information on file may delay the processing of any of the documents submitted.

ATTACHMENT D: PROPOSAL OFFER FORM

Instructions: Proposers may submit pricing information on their own forms but this Proposal Offer Form must also be completed. Complete this form, sign, and remit as part of your Proposal as Attachment D.

- A. Contractor is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire bid proposal. Unit prices listed below refer to all items installed and include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the contractor.
- B. The unit price quoted by the Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- C. All work shall be performed in accordance with specifications described in the RFP.

Description	Unit	Price
Grid Pruning	Each	
Annual Pruning	Each	
Service Request Pruning	Each	
Palm Skinning	Per Foot	
Tree and Stump Removal	Diameter Standard Height per Inch	
Tree Only Removal	Diameter Standard Height per inch	
Stump Only Removal	Diameter Standard Height per inch	
Inspection Report (including risk assessment)	Per Tree	
Certified Arborist Inspection	Per Hour	
Common Variety Trees¹		
Plant 15 gallon without root barrier	Each	
Plant 15 gallon with root barrier	Each	
Plant 24 inch box without root barrier	Each	
Plant 24 inch box with root barrier	Each	
Plant 36 inch box without root barrier	Each	
Plant 36 inch box with root barrier	Each	
Plant 48 inch box without root barrier	Each	
Plant 48 inch box with root barrier	Each	

Common Variety Trees¹				
Plant 60 inch box without root barrier	Each			
Plant 60 inch box with root barrier	Each			
Special Variety Trees¹ * Please include a list of all trees designated as special.				
Plant 15 gallon without root barrier	Each			
Plant 15 gallon with root barrier	Each			
Plant 24 inch box without root barrier	Each			
Plant 24 inch box with root barrier	Each			
Plant 36 inch box without root barrier	Each			
Plant 36 inch box with root barrier	Each			
Plant 48 inch box without root barrier	Each			
Plant 48 inch box with root barrier	Each			
Plant 60 inch box without root barrier	Each			
Plant 60 inch box with root barrier	Each			
GPS Tree Inventory ²	Per Tree Site			
Root prune with 12 inch barrier	Foot			
Root Prune with 18 inch barrier	Foot			
Tree Injection (fertilization and/or insecticide)	Per Tree			
Watering	Day			
Crew Rental (3 men)	Minimum Hours		Per Hour	
Emergency Crew Rental (3 men)	Minimum Hours		Per Hour	

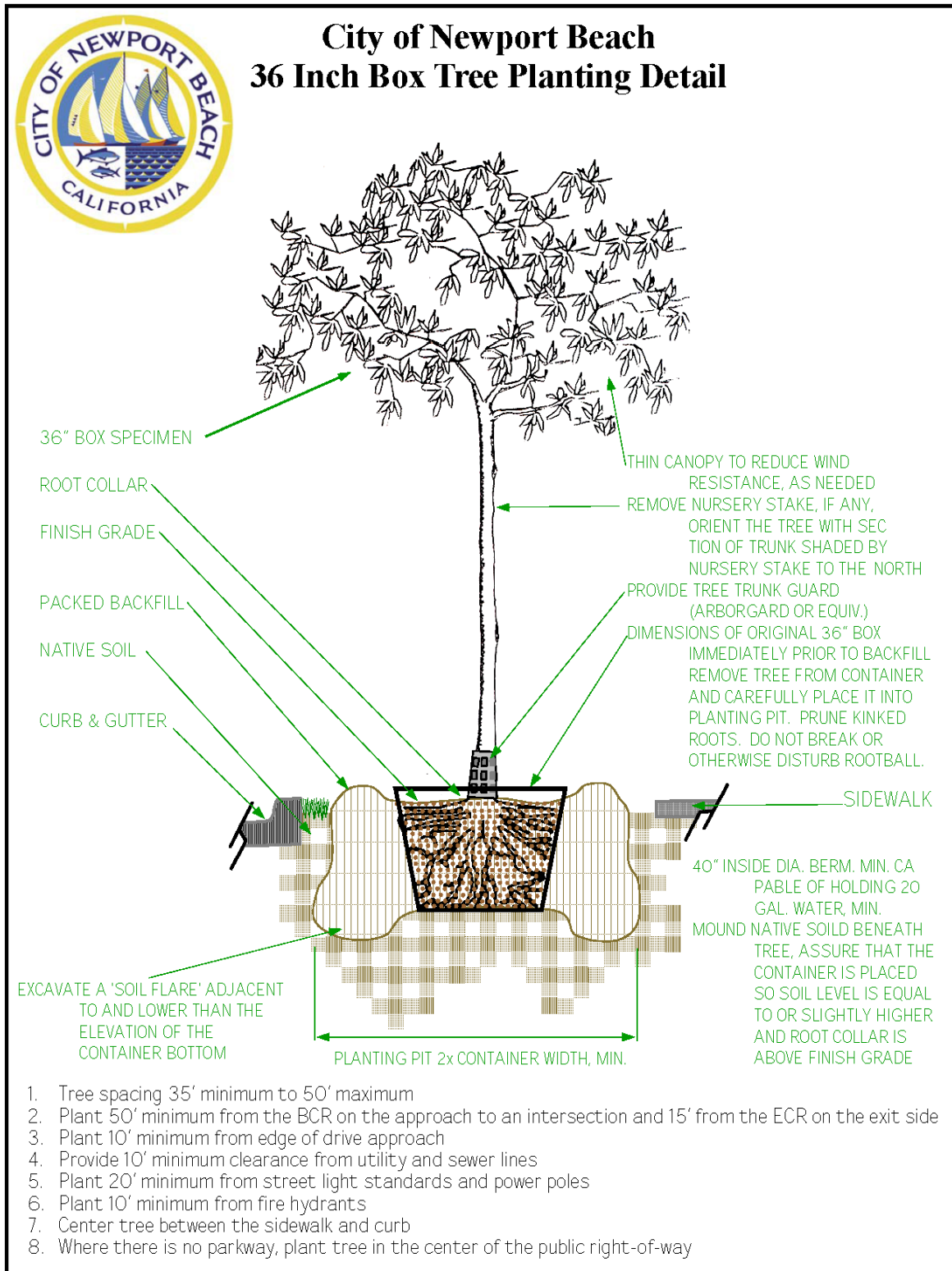
¹ All tree planting prices shall include one (1) year of watering.

²GPS Tree Inventory cost only applies to new trees planted after completion of initial Tree Inventory.

Signature

Date

ATTACHMENT E: CITY TREE PLANTING DETAIL



TREE PLANTING SPECIFICATIONS

1. Trees must be of quality nursery stock, free from pests, disease and structural defects.
2. Dig planting pit twice as wide as root ball, or as wide as practical per planting location. Pit should be no deeper than soil in the tree container.

NOTE: If drainage is a concern, the outside perimeter of the pit can be dug deeper to divert excess water away from the root ball. (See diagram)

3. Remove the tree from the container (36 inch box) and place it in the planting pit. The soil level should be 1" - 2" above the finish grade to allow for some settling. Remove the remainder of the box on larger trees.
4. Backfill the pit ½ way with native soil, add fertilizer tablets if required and enough water to flood the bottom of the pit.
5. Add circular installation of 12" root barrier so that the top of the root barrier is just above the finish grade.
6. Complete backfill of pit with native soil, tamping in soil with feet or shovel handle to insure there are no air pockets and that soil is reasonably firm.
7. Prepare earthen water basin capable of holding at least 10 gallons of water.
8. Remove nursery stake and orient the tree with section of trunk shaded by nursery stake to the north.
9. Fill the water basin and let seep two times.

ATTACHMENT F: SPECIES FREQUENCIES

Botanical Name	Common Name	Total
<i>Washingtonia robusta</i>	MEXICAN FAN PALM	2,824
<i>Pinus halepensis</i>	ALEPPO PINE	1,647
<i>Cupaniopsis anacardioides</i>	CARROTWOOD	1,616
<i>Lophostemon confertus</i>	BRISBANE BOX	1,474
<i>Liquidambar styraciflua</i>	AMERICAN SWEETGUM	1,341
<i>Syagrus romanzoffianum</i>	QUEEN PALM	1,249
<i>Eucalyptus rudis</i>	DESERT GUM	1,116
<i>Schinus terebinthifolius</i>	BRAZILIAN PEPPER	1,087
<i>Eucalyptus citriodora</i>	LEMON-SCENTED GUM	1,009
<i>Ficus rubiginosa</i>	RUSTY LEAF FIG	1,006
<i>Magnolia grandiflora</i>	SOUTHERN MAGNOLIA	973
<i>Pyrus kawakamii</i>	EVERGREEN PEAR	866
<i>Eucalyptus lehmannii</i>	BUSHY YATE	851
<i>Quercus agrifolia</i>	COAST LIVE OAK	632
<i>Archontophoenix cunninghamiana</i>	KING PALM	555
<i>Melaleuca quinquenervia</i>	CAJEPUT TREE	542
<i>Pinus eldarica</i>	AFGHAN PINE	532
<i>Pinus pinea</i>	ITALIAN STONE PINE	530
<i>Chamaerops humilis</i>	MEDITERRANEAN FAN PALM	507
<i>Jacaranda mimosifolia</i>	JACARANDA	489
<i>Platanus racemosa</i>	CALIFORNIA SYCAMORE	451
<i>Ficus microcarpa 'Nitida'</i>	INDIAN LAUREL FIG	429
<i>Pinus canariensis</i>	CANARY ISLAND PINE	415
<i>Bauhinia blakeana</i>	HONG KONG ORCHID TREE	407
<i>Eucalyptus sideroxylon</i>	RED IRONBARK	386
<i>Trachycarpus fortunei</i>	WINDMILL PALM	363
<i>Olea europaea</i>	OLIVE	315
<i>Cinnamomum camphora</i>	CAMPBOR TREE	313
<i>Pinus radiata</i>	MONTEREY PINE	297

<i>Metrosideros excelsus</i>	NEW ZEALAND CHRISTMAS TREE	277
<i>Bauhinia variegata</i>	PURPLE ORCHID TREE	252
<i>Eucalyptus maculata</i>	SPOTTED GUM	241
<i>Phoenix canariensis</i>	CANARY ISLAND DATE PALM	241
<i>Phoenix roebelenii</i>	PYGMY DATE PALM	240
<i>Ficus benjamina</i>	WEeping FIG	234
<i>Eucalyptus globulus</i>	BLUE GUM	219
<i>Liquidambar styraciflua 'Rotundiloba'</i>	ROUND-LEAFED SWEETGUM	213
<i>Erythrina caffra</i>	KAFFIRBOOM CORAL TREE	204
<i>Eriobotrya deflexa</i>	BRONZE LOQUAT	192
<i>Tipuana tipu</i>	TIPU	183
<i>Geijera parviflora</i>	AUSTRALIAN WILLOW	177
<i>Prunus cerasifera</i>	PURPLE-LEAF PLUM	169
<i>Eucalyptus cladocalyx</i>	SUGAR GUM	163
<i>Platanus acerifolia</i>	LONDON PLANE	163
<i>Ceratonia siliqua</i>	CAROB	161
<i>Pinus brutia</i>	CALABRIAN PINE	161
<i>Callistemon citrinus</i>	LEMON BOTTLEBRUSH	154
<i>Eucalyptus polyanthemos</i>	SILVER DOLLAR GUM	148
<i>Eucalyptus ficifolia</i>	RED FLOWERING GUM	147
<i>Fraxinus uhdei</i>	SHAMEL ASH	144
<i>Juniperus chinensis 'Torulosa'</i>	HOLLYWOOD JUNIPER	139
<i>Magnolia grandiflora 'Saint Mary'</i>	SAINT MARY MAGNOLIA	138
<i>Hymenosporum flavum</i>	SWEETSHADE	137
<i>Lagerstroemia indica</i>	CRAPE MYRTLE	137
<i>Myoporum laetum</i>	MYOPORUM	134
<i>Alnus rhombifolia</i>	WHITE ALDER	131
<i>Cassia leptophylla</i>	GOLD MEDALLION TREE	129
<i>Podocarpus gracilior</i>	FERN PINE	128
<i>Pyrus calleryana</i>	ORNAMENTAL PEAR	125
<i>Tabebuia avellanedae</i>	LAVENDER TRUMPET TREE	124
<i>Eucalyptus spp.</i>	EUCALYPTUS	118
<i>Eucalyptus leucoxydon</i>	WHITE IRONBARK	114
<i>Populus nigra 'Italica'</i>	LOMBARDY POPLAR	112

<i>Schinus molle</i>	CALIFORNIA PEPPER	112
<i>Betula pendula</i>	EUROPEAN WHITE BIRCH	111
<i>Zelkova serrata</i>	SAWTOOTH ZELKOVA	106
<i>Pinus pinaster</i>	CLUSTER PINE	103
<i>Acacia saligna</i>	BLUE LEAF WATTLE	102
<i>Tristania laurina</i>	WATER GUM	86
<i>Agonis flexuosa</i>	PEPPERMINT TREE	85
<i>Liquidambar styraciflua</i> 'Palo Alto'	PALO ALTO SWEETGUM	81
<i>Brachychiton populneus</i>	BOTTLE TREE	79
<i>Ulmus parvifolia</i>	CHINESE ELM	79
<i>Phoenix dactylifera</i>	DATE PALM	75
<i>Magnolia grandiflora</i> 'Russet'	RUSSET MAGNOLIA	72
<i>Other tree</i>	OTHER TREE	72
<i>Rhus lancea</i>	AFRICAN SUMAC	72
<i>Eucalyptus torquata</i>	CORAL GUM	67
<i>Salix laevigata</i>	RED WILLOW	62
<i>Cupressus sempervirens</i>	ITALIAN CYPRESS	61
<i>Koelreuteria bipinnata</i>	CHINESE FLAME TREE	60
<i>Magnolia grandiflora</i> 'Little Gem'	LITTLE GEM MAGNOLIA	60
<i>Stenocarpus sinuatus</i>	FIREWHEEL TREE	60
<i>Brahea edulis</i>	GUADALUPE PALM	57
<i>Howea forsteriana</i>	PARADISE PALM	55
<i>Rhaphiolepis</i> 'Majestic Beauty'	INDIAN HAWTHORNE	52
<i>Ficus microcarpa</i> 'Green Gem'	GREEN GEM INDIAN LAUREL FIG	51
<i>Cedrus deodara</i>	DEODAR CEDAR	50
<i>Eucalyptus robusta</i>	SWAMP MAHOGONY	50
<i>Nerium oleander</i>	OLEANDER	50
<i>Pinus thunbergiana</i>	JAPANESE BLACK PINE	50
<i>Quercus suber</i>	CORK OAK	50
<i>Eucalyptus camaldulensis</i>	RED GUM	49
<i>Quercus berberidifolia</i>	SCRUB OAK	44
<i>Cycas revoluta</i>	SAGO PALM	42
<i>Pittosporum undulatum</i>	VICTORIAN BOX	39
<i>Fraxinus uhdei</i> 'Tomlinson'	TOMLINSON ASH	38

<i>Yucca gloriosa</i>	SPANISH DAGGER	38
<i>Erythrina spp.</i>	CORAL TREE	37
<i>Strelitzia nicolai</i>	GIANT BIRD OF PARADISE	35
<i>Ulmus pumila</i>	SIBERIAN ELM	35
<i>Casuarina cunninghamiana</i>	RIVER SHE-OAK	34
<i>Sequoia sempervirens</i>	COAST REDWOOD	33
<i>Pinus torreyana</i>	TORREY PINE	32
<i>Spathodea campanulata</i>	AFRICAN TULIP TREE	32
<i>Chitalpa tashkentensis</i>	CHITALPA	29
<i>Eucalyptus nicholii</i>	NICHOLS WILLOW LEAFED PEPPERMINT	26
<i>Magnolia grandiflora</i> 'Majestic Beauty'	MAJESTIC BEAUTY MAGNOLIA	26
<i>Callistemon viminalis</i>	WEeping BOTTLEBRUSH	25
<i>Cupressus macrocarpa</i>	MONTEREY CYPRESS	25
<i>Prunus domestica</i>	PLUM	25
<i>Tabebuia impetiginosa</i>	PINK TRUMPET TREE	25
<i>Washingtonia filifera</i>	CALIFORNIA FAN PALM	25
<i>Eugenia uniflora</i>	SURINAM CHERRY	24
<i>Ravenea rivularis</i>	MAJESTY PALM	24
<i>Ficus macrophylla</i>	MORETON BAY FIG	23
<i>Chionanthus retusus</i>	CHINESE FRINGE TREE	22
<i>Acacia melanoxylon</i>	BLACK ACACIA	21
<i>Magnolia grandiflora</i> 'Samuel Sommer'	SAMUEL SOMMER MAGNOLIA	21
<i>Melaleuca nesophila</i>	PINK MELALEUCA	21
<i>Platanus acerifolia</i> 'Bloodgood'	BLOODGOOD PLANE	20
<i>Tamarix spp.</i>	TAMARISK	20
<i>Araucaria columnaris</i>	STAR PINE	18
<i>Arbutus</i> 'Marina'	MARINA ARBUTUS	17
<i>Markhamia hildebrandtii</i>	MARKHAMIA	17
<i>Quercus ilex</i>	HOLLY OAK	17
<i>Araucaria heterophylla</i>	NORFOLK ISLAND PINE	16
<i>Syzygium paniculatum</i>	BRUSH CHERRY	16
<i>Grevillea robusta</i>	SILK OAK	15
<i>Phoenix reclinata</i>	SENEGAL PALM	15
<i>Acacia spp.</i>	ACACIA	14

<i>Melaleuca linariifolia</i>	FLAXLEAF PAPERBARK	14
<i>Calodendrum capense</i>	CAPE CHESTNUT	13
<i>Eucalyptus viminalis</i>	MANNA GUM	13
<i>Pinus spp.</i>	PINE	13
<i>Butia capitata</i>	PINDO PALM	12
<i>Eucalyptus leucoxylon 'Rosea'</i>	LG.-FRUIT RED-FLOWERING GUM	12
<i>Ficus microcarpa</i>	WEeping INDIAN LAUREL FIG	12
<i>Quercus kelloggii</i>	CALIFORNIA BLACK OAK	12
<i>Tabebuia chrysotricha</i>	GOLDEN TRUMPET TREE	12
<i>Ginkgo biloba</i>	MAIDENHAIR TREE	11
<i>Lagunaria patersonii</i>	PRIMROSE TREE	11
<i>Ligustrum lucidum</i>	GLOSSY PRIVET	11
<i>Pinus coulteri</i>	COULTER PINE	11
<i>Robinia pseudoacacia</i>	BLACK LOCUST	11
<i>Xylosma congestum</i>	XYLOSMA	11
<i>Acacia longifolia</i>	SYDNEY GOLDEN WATTLE	10
<i>Cercis occidentalis</i>	WESTERN REDBUD	10
<i>Hakea suaveolens</i>	SWEET HAKEA	10
<i>Palm spp.</i>	PALM	10
<i>Parkinsonia aculeata</i>	JERUSALEM THORN	10
<i>Podocarpus macrophyllus</i>	YEW PINE	10
<i>Prunus persica</i>	PEACH	10
<i>Schefflera actinophylla</i>	QUEENSLAND UMBRELLA TREE	10
<i>Albizia julibrissin</i>	SILK TREE	9
<i>Bauhinia spp.</i>	ORCHID TREE	9
<i>Calocedrus decurrens</i>	INCENSE CEDAR	9
<i>Cercidium spp.</i>	PALO VERDE	9
<i>Harpephyllum caffrum</i>	KAFFIR PLUM	9
<i>Lyonothamnus floribundus</i>	FERN-LEAF CATALINA IRONWOOD	9
<i>Maytenus boaria</i>	MAYTEN TREE	9
<i>Morus alba</i>	WHITE MULBERRY	9
<i>Pistacia chinensis</i>	CHINESE PISTACHE	9
<i>Ficus carica</i>	EDIBLE FIG	8
<i>Quercus virginiana</i>	SOUTHERN LIVE OAK	8

<i>Acacia baileyana</i>	BAILEY ACACIA	7
<i>Caryota mitis</i>	CLUSTERED FISHTAIL PALM	7
<i>Eucalyptus erythrocorys</i>	RED-CAP GUM	7
<i>Eucalyptus macrocarpa</i>	BIG FRUIT RED FLOWERING GUM	7
<i>Heteromeles arbutifolia</i>	TOYON	7
<i>Neodypsis decaryi</i>	TRIANGLE PALM	7
<i>Prunus caroliniana</i>	CAROLINA LAUREL CHERRY	7
<i>Prunus cerasifera</i> 'Newport'	NEWPORT PLUM	7
<i>Chorisia speciosa</i>	SILK-FLOSS TREE	6
<i>Cupressocyparis leylandii</i>	LEYLAND CYPRESS	6
<i>Eriobotrya japonica</i>	EDIBLE LOQUAT	6
<i>Erythrina coralloides</i>	NAKED CORAL TREE	6
<i>Leptospermum laevigatum</i>	AUSTRALIAN TEA TREE	6
<i>Prunus amygdalus</i>	ALMOND	6
<i>Umbellularia californica</i>	CALIFORNIA BAY	6
<i>Casuarina stricta</i>	DROOPING SHE-OAK	5
<i>Erythrina crista-galli</i>	COCKSPUR CORAL TREE	5
<i>Ficus spp.</i>	FIG	5
<i>Koelreuteria paniculata</i>	GOLDENRAIN TREE	5
<i>Lagerstroemia indica</i> 'White'	WHITE CRAPE MYRTLE	5
<i>Agathis robusta</i>	QUEENSLAND KAURI	4
<i>Citrus limon</i>	LEMON	4
<i>Diospyros kaki</i>	JAPANESE PERSIMMON	4
<i>Ficus elastica</i>	RUBBER TREE	4
<i>Fraxinus oxycarpa</i> 'Raywood'	RAYWOOD ASH	4
<i>Ligustrum japonicum</i>	JAPANESE PRIVET	4
<i>Olea europaea</i> 'Wilsoni'	WILSON OLIVE	4
<i>Prunus armeniaca</i>	APRICOT	4
<i>Prunus serrulata</i>	JAPANESE FLOWERING CHERRY	4
<i>Sambucus neomexicana</i>	ELDERBERRY	4
<i>Aloe bainesii</i>	ALOE	3
<i>Araucaria araucana</i>	MONKEY-PUZZLE TREE	3
<i>Arbutus unedo</i>	STRAWBERRY TREE	3
<i>Brahea armata</i>	MEXICAN BLUE PALM	3

<i>Caryota urens</i>	FISHTAIL WINE PALM	3
<i>Cedrus atlantica</i>	ATLAS CEDAR	3
<i>Citrus sinensis</i>	ORANGE	3
<i>Fraxinus velutina</i>	ARIZONA ASH	3
<i>Livistona spp.</i>	FOUNTAIN PALM	3
<i>Malus sylvestris</i>	EDIBLE APPLE	3
<i>Nolina recurvata</i>	PONYTAIL PALM	3
<i>Prunus ilicifolia</i>	HOLLYLEAF CHERRY	3
<i>Pyrus calleryana</i> 'Chanticleer'	CHANTICLEER PEAR	3
<i>Roystonea regia</i>	CUBAN ROYAL PALM	3
<i>Trithrinax acanthacoma</i>	SPINY FIBER PALM	3
<i>Ulmus americana</i>	AMERICAN ELM	3
<i>Acacia baileyana</i> 'Purpurea'	PURPLE ACACIA	2
<i>Cercis canadensis</i>	EASTERN REDBUD	2
<i>Citrus X paradisi</i>	GRAPEFRUIT	2
<i>Dracaena draco</i>	DRAGON TREE	2
<i>Dyopsis lutescens</i>	ARECA PALM	2
<i>Eucalyptus calophylla</i>	RED BOX	2
<i>Eucalyptus cinerea</i>	ASH GUM	2
<i>Hibiscus syriacus</i>	ROSE-OF-SHARON	2
<i>Ilex altaclarensis</i> 'Wilsonii'	WILSON HOLLY	2
<i>Juniperus spp.</i>	JUNIPER	2
<i>Lagerstroemia indica</i> 'Natchez'	NATCHEZ CRAPE MYRTLE	2
<i>Lagerstroemia indica</i> 'Tuscarora'	TUSCARORA CRAPE MYRTLE	2
<i>Laurus nobilis</i> 'Saratoga'	SARATOGA LAUREL	2
<i>Macadamia integrifolia</i>	SMOOTH-SHELL MACADAMIA	2
<i>Malus floribunda</i>	CRABAPPLE	2
<i>Persea americana</i>	AVOCADO	2
<i>Phoenix rupicola</i>	CLIFF DATE PALM	2
<i>Phoenix spp.</i>	PALM FEATHER DATE	2
<i>Pittosporum phillyreoides</i>	WILLOW PITTOSPORUM	2
<i>Pittosporum rhombifolium</i>	QUEENSLAND PITTOSPORUM	2
<i>Platanus acerifolia</i> 'Columbia'	COLUMBIA PLANE	2
<i>Populus spp.</i>	POPLAR	2

<i>Prunus blireiana</i>	FLOWERING PLUM	2
<i>Prunus lyonii</i>	CATALINA CHERRY	2
<i>Rhapis excelsa</i>	LADY PALM	2
<i>Salix matsudana 'Tortuosa'</i>	CORKSCREW WILLOW	2
<i>Sapium sebiferum</i>	CHINESE TALLOW TREE	2
<i>Acacia decurrens</i>	GREEN WATTLE	1
<i>Acer oblongum</i>	MAPLE EVERGREEN	1
<i>Acer palmatum</i>	JAPANESE MAPLE	1
<i>Aesculus spp.</i>	HORSECHESTNUT	1
<i>Annona cherimola</i>	CHERIMOYA	1
<i>Betula nigra</i>	RIVER BIRCH	1
<i>Brachychiton acerifolius X discolor</i>	HYBRID BOTTLE TREE	1
<i>Brachychiton discolor</i>	PINK FLAME TREE	1
<i>Calliandra tweedii</i>	TRINIDAD FLAME BUSH	1
<i>Casimiroa edulis</i>	WHITE SAPOTE	1
<i>Cedrus spp.</i>	CEDAR	1
<i>Chamaedorea spp.</i>	PARLOR PALM	1
<i>Citrus reticulata</i>	TANGERINE	1
<i>Cordyline australis</i>	DRACAENA	1
<i>Dodonaea viscosa</i>	HOPSEED	1
<i>Eucalyptus globulus 'Compacta'</i>	DWARF BLUE GUM	1
<i>Eucalyptus pulverulenta</i>	SILVER MOUNTAIN GUM	1
<i>Ficus lyrata</i>	FIDDLELEAF FIG	1
<i>Fraxinus velutina 'Modesto'</i>	MODESTO ASH	1
<i>Ginkgo biloba 'Autumn Gold'</i>	GINKGO AUTUMN GOLD	1
<i>Gleditsia triacanthos</i>	HONEY LOCUST	1
<i>Lagerstroemia indica 'Pink'</i>	PINK CRAPE MYRTLE	1
<i>Laurus nobilis</i>	SWEET BAY	1
<i>Macadamia tetraphylla</i>	ROUGH-SHELL MACADAMIA	1
<i>Malus spp. & cv.</i>	APPLE	1
<i>Morus spp.</i>	MULBERRY	1
<i>Paulownia tomentosa</i>	EMPRESS TREE	1
<i>Photinia fraseri</i>	FRASERS PHOTINIA	1
<i>Pinus roxburghii</i>	CHIR PINE	1

<i>Pittosporum viridiflorum</i>	CAPE PITTOSPORUM	1
<i>Platanus spp.</i>	SYCAMORE	1
<i>Plumeria rubra</i>	FRANGIPANI	1
<i>Populus alba</i>	WHITE POPLAR	1
<i>Pyrus calleryana 'Redspire'</i>	REDSPIRE PEAR	1
<i>Quercus spp.</i>	OAK	1
<i>Quercus tomentella</i>	ISLAND OAK	1
<i>Sabal spp.</i>	PALMETTO	1
<i>Sophora japonica</i>	JAPANESE PAGODA TREE	1
<i>Yucca elephantipes</i>	GIANT YUCCA	1
		Species Total: 33,736
Non Species:		
	Vacant Site	7,452
	Poor Planting Site	321
	Not City Planted/Maintained	253
	Stump	78
	Dead Tree	54
	No Replant	4
	Contractor Worked On Private Tree	4
	New Tree Site	2
	Shrubs/Hedge Planting	1
		Non Species Total: 8,169
		<u>Grand Total: 41,905</u>

SECTION 3:
DRAFT AGREEMENT



**MAINTENANCE SERVICES AGREEMENT
WITH CLICK HERE TO ENTER TEXT. FOR
TREE MAINTENANCE SERVICES**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into as of this **Click here to enter a date.** day of Click here to enter a date. ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and Click here to enter text., a [form of ownership] ("Contractor"), whose address is Click here to enter text., and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to perform tree maintenance services for the City ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the maintenance services described in this Agreement.
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by City for the Project, is familiar with all conditions relevant to the performance of services, and has committed to perform all work required for the compensation specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on Click here to enter a date, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

2.1 Contractor shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). As a material inducement to City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest industry standards in performing the Work required hereunder and that all materials will be of good quality. For purposes of this Agreement, the phrase "highest industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

2.2 Contractor shall perform all Work required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. In the absence of a specific schedule, the Services shall be performed to completion in a diligent and timely manner. The failure by Contractor to strictly adhere to the schedule set forth in Exhibit A, if any, or perform the Services in a diligent and timely manner may result in termination of this Agreement by City.

3.2 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) calendar days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.3 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator as defined herein, not later than two (2) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.4 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Except as otherwise provided herein, no rate changes shall be made during the term of this Agreement without the prior written approval of City. Contractor's compensation for all Services performed in accordance with this Agreement, including all reimbursable items, shall not exceed **Click here to enter text. Dollars (Click here to enter text.)**, without prior written amendment to the Agreement.

4.2 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name and/or classification of employee who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement, or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit B.

5. PROJECT MANAGER

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated [Click here to enter text.](#) to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Municipal Operations Department. City's Parks & Trees Superintendent or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

8. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

8.1 Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed or utilized unless approved in advance and in writing by the Project Administrator.

8.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform

the Services required by this Agreement, and that it will perform all Services in a manner commensurate with highest industry standards. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the industry standard.

8.3 Contractor represents and warrants to City that it has, shall obtain and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. RESPONSIBILITY FOR DAMAGES OR INJURY

9.1 City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

9.2 Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by Contractor.

9.3 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.4 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

9.5 Contractor shall perform all Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Work by Contractor or its agents.

9.6 To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

9.7 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

10. INDEPENDENT CONTRACTOR

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

11. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with Contractor on the Project.

12. CITY POLICY

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in

order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Contractor is responsible for keeping the Project Administrator informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

14. INSURANCE

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or

any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

18. CONFIDENTIALITY

All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

19. RECORDS

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

20. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

21. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS

City reserves the right to employ other contractors in connection with the Project.

22. CONFLICTS OF INTEREST

22.1 Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

22.2 If subject to the Act, Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless

City for any and all claims for damages resulting from Contractor's violation of this Section.

23. NOTICES

23.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

23.2 All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Parks & Trees Superintendent
Municipal Operations Department
City of Newport Beach
100 Civic Center Drive
PO Box 1768
Newport Beach, CA 92658

23.3 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Click here to enter text.
Click here to enter text.
Click here to enter text.
Click here to enter text.

24. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. Contractor and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Contractor shall be required to file any claim Contractor may have against City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

25. TERMINATION

25.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written

notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

25.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

26. LABOR

26.1 Contractor shall conform with all applicable provisions of state and federal law including, but not limited to, applicable provisions of the federal Fair Labor Standards Act ("FLSA") (29 USCA § 201, *et seq.*).

26.2 Whenever Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Agreement, Contractor shall immediately give written notice to City, and provide all relevant information.

26.3 Contractor represents that all persons working under this Agreement are verified to be U.S. citizens or persons legally authorized to work in the United States.

26.4 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees from loss or damage, including but not limited to attorneys' fees, and other costs of defense by reason of actual or alleged violations of any applicable federal, state and local labor laws or law, rules, and/or regulations. This obligation shall survive the expiration and/or termination of the Agreement.

27. STANDARD PROVISIONS

27.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference.

27.2 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

27.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent

breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

27.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

27.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

27.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

27.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

27.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

27.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

27.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

27.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorneys' fees.

27.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date:_____

CITY OF NEWPORT BEACH,
a California municipal corporation

Date:_____

By:_____

Aaron C. Harp
City Attorney

By:_____

Keith D. Curry
Mayor

ATTEST:

Date:_____

CONTRACTOR: Click here to enter text., a [form of ownership]

Date:_____

By:_____

Leilani I. Brown
City Clerk

By:_____

Click here to enter text.
Click here to enter text.

Date:_____

By:_____

Click here to enter text.
Click here to enter text.

[END OF SIGNATURES]

Attachments:

Exhibit A – Scope of Services
Exhibit B – Schedule of Billing Rates
Exhibit C – Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF BILLING RATES

EXHIBIT C

INSURANCE REQUIREMENTS – MAINTENANCE/REPAIR/JANITORIAL SERVICES

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.
 - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.
 - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented

vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
 - A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
 - B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.
 - C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.
 - D. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
 - A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor sixty (60) calendar days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.

- C. Right to Review Subcontracts. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor enters into contracts with on behalf of City will be submitted to City for review. Failure of City to request copies of such agreements will not impose any liability on City, or its employees.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance If Contractor or any sub-consultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Contract, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.